

**CASH CONTRIBUTION AGREEMENT**

**THIS AGREEMENT** is made and entered into this 13th day of July, 2010, by and between the BOARD OF SUPERVISORS OF LOUDOUN COUNTY, hereinafter referred to as "the County"; PULTE HOME CORPORATION, hereinafter referred to as "the Developer"; and the Treasurer of the County of Loudoun, hereinafter "Agent".

**WITNESSETH:**

**WHEREAS**, the Developer is the owner/developer of a certain tract of property now or formerly identified as Parcel 40 on Loudoun County Tax Map 107, (MCPI # 128-10-4864) as evidenced by deeds recorded at Deed Book 2315, Page 873, Instrument No. 20051117-013045, and Instrument No. 20051118-0130837, in the land records of Loudoun County, said tract being located near the intersection of U.S. Route 50 and Va. Route 742 (John Mosby Highway and Poland Road) as indicated on the plat or sketch labeled as Exhibit A, which is attached and by this reference made a part of this agreement; and

**WHEREAS**, pursuant to Proffer #V.D.1 of ZCPA 2009-0010, of the development known as TOWNES OF EAST GATE, the Developer is required to pay a cash contribution to be used for the construction/installation/acquisition/provision of certain public improvements/facilities/equipment/resources (the "Improvements") as described herein; and

**WHEREAS**, the County agrees to accept such cash contribution equivalent to the Developer's fair share of the estimated present cost of such Improvements, which amount has been determined to be \$259,000.00 plus an escalation amount as provided in Proffer X of ZCPA 2009-0010, if any; and

**WHEREAS**, the Developer and the County desire that said public Improvements be constructed/installed/acquired/provided in a coordinated and timely manner, and wish to establish

the manner and the responsibility of each party with regard to such Improvements;

**NOW THEREFORE**, for and in consideration of mutual covenants herein stipulated to be kept and performed, the parties agree as follows:

1. The Developer hereby deposits \$259,000.00 plus an escalation amount as provided in Proffer X of ZCPA 2009-0010, if any, to be deposited into an account (the "Account") to be held by the Treasurer of the County of Loudoun, as Agent for the benefit of the County. This account and all interests accruing on it shall be held by the County to be applied to the construction/installation/acquisition/provision of the Improvements identified in Paragraph number 2 of this Agreement, except that 5% of any interest accrued shall be retained by the County to cover costs of administering the account.

2. The County agrees that funds deposited by the Developer into the account will be used for the following Improvements:

Public transportation services or regional road improvements within that portion of the Dulles Community Planning Area as identified in the Revised General Plan and bounded by the Fairfax County line to the east, Route 50 to the north, existing Gum Springs Road to the west, and Braddock Road to the south.

3. The County agrees to fully consider the financing of the proposed Improvements in its adoption of future budget priorities.

4. Upon certification by the Zoning Administrator of Loudoun County (the "Zoning Administrator"), or designee, that a contract for the Improvements specified in Paragraph 2 above has been awarded or that such Improvements have actually been completed/installed/acquired/provided, the Agent shall release to such person as designated by the Zoning Administrator, or designee, the proceeds of the account, including interest accrued thereon,

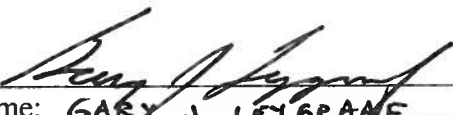
as an assignment of the fund deposited by the Developer.

5. The County may elect to take such action as required for the completion or installation of any Improvements described in Paragraph 2 when, in its sole discretion, the County determines that the public interest would be best served thereby. However, the County is under no obligation to construct, install or complete such Improvements.

6. This agreement, when properly executed, shall be binding upon the parties hereto and their representatives, successors, and assigns.

IN WITNESS WHEREOF, each party has caused this agreement to be executed in triplicate in its name and on its behalf by its duly authorized officer as of the day, month and year written above.

PULTE HOME CORPORATION  
Developer

By  (SEAL)  
Name: GARY J. LEYGRAAF  
Title: V. P. OF LAND DEVELOPMENT

COMMONWEALTH OF VIRGINIA  
COUNTY OF FAIRFAX, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Gary J. Leygraaf, as VP of Land Develop. of Pulte Home Corporation, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

Given under my hand and seal this 13 day of July, 2010.

  
Notary Public

My Commission Expires: 3-31-14  
My Notary Registration Number: 318820

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**SAMANTHA R. STEKETEE**  
Notary Public  
Commonwealth of Virginia  
Registration # 318820  
My Commission Expires March 31, 2014

BOARD OF SUPERVISORS  
OF LOUDOUN COUNTY

APPROVED AS TO FORM:

mw  
ASSISTANT COUNTY ATTORNEY

By [Signature]  
Zoning Administrator

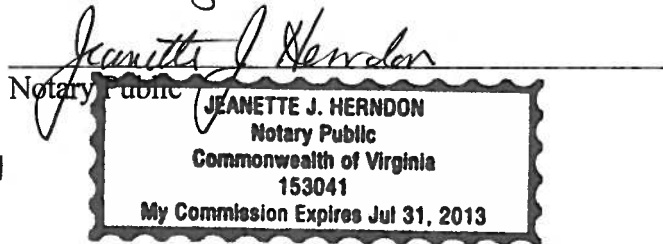
TREASURER, COUNTY OF LOUDOUN  
[Signature]  
Treasurer

COMMONWEALTH OF VIRGINIA  
COUNTY OF LOUDOUN, to-wit:

I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that Dan Schardein, Zoning Adm., on behalf of the Board of Supervisors of Loudoun County, Virginia appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

Given under my hand and seal this 31<sup>st</sup> day of August, 2010.

My Commission Expires: 7/31/13  
My Notary Registration Number: 153041



COMMONWEALTH OF VIRGINIA  
COUNTY OF Loudoun, to-wit:

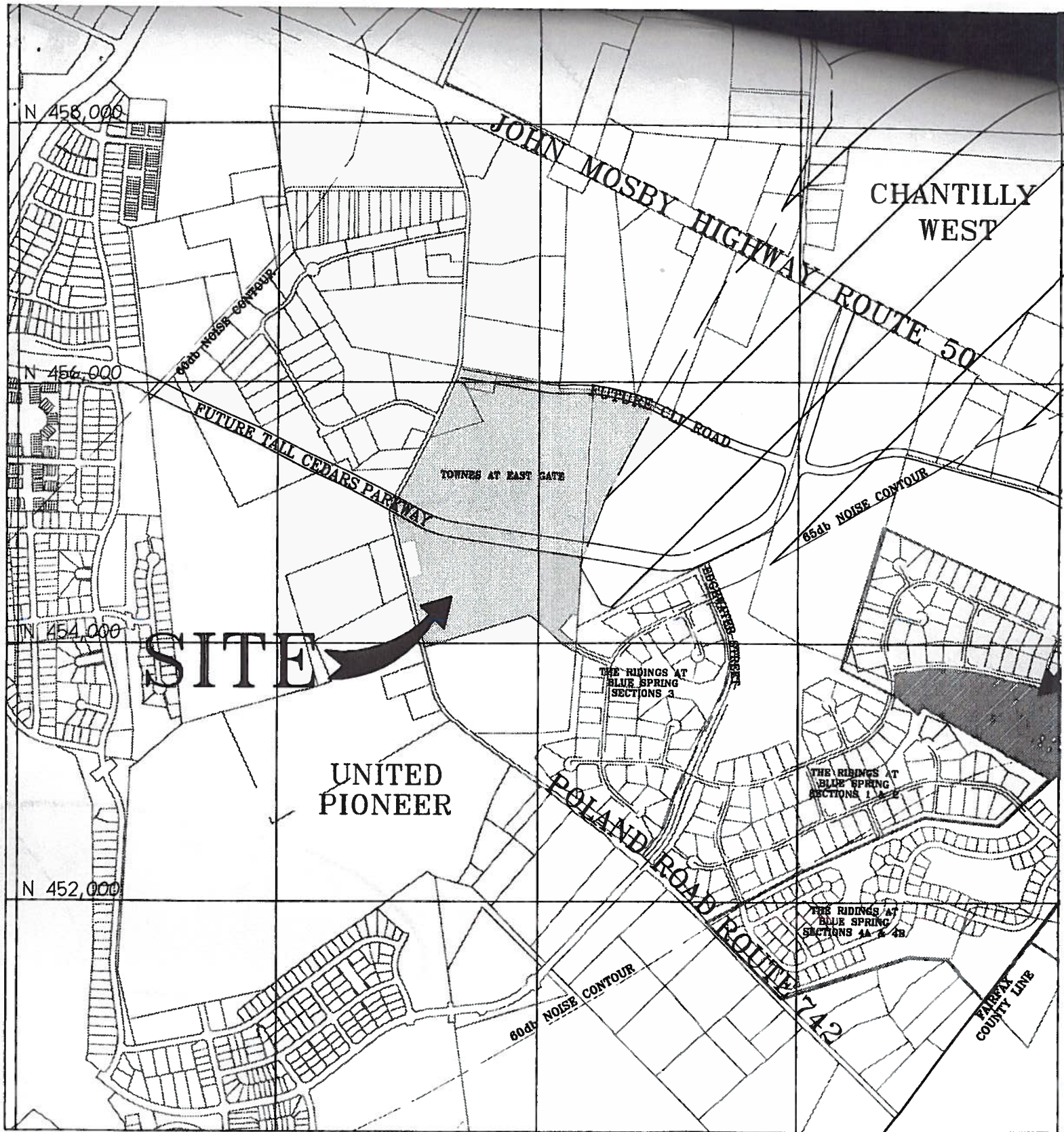
I, the undersigned Notary Public, in and for the jurisdiction aforesaid, do hereby certify that H. Roger Zurn, Jr., Treasurer of Loudoun County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

Given under my hand and seal this 25<sup>th</sup> day of August, 2010.

My Commission Expires: 08/31/2012  
My Notary Registration Number: 7183787

[Signature]  
Notary Public





## VICINITY MAP

SCALE 1" = 1000'

*(copied from approved LDP)*

**LOUDOUN COUNTY**

Vendor Number 38LC20000

Check Number 0085634633

Check Date 07/08/10

Invoice	Date	Co	Lot	Lot Address	Opt	Acct Cat	Acct Cat Description	Amount
1056729	07/06/10	3378	00002		00001	10220	Impact/Proffers Fees 1	259,000.00 +
**** TOTAL ****								259,000.00

2 CPA 09-10  
# U.D.1

THE ORIGINAL DOCUMENT HAS A

OLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.



Pulte Home Co p. Washington  
10800 Arrowhead Dr., Suite 225  
Fairfax, VA 22030 7326

Check Number 0085634633

64-1278  
0811

Check Date 07/08/10

\*\*\*259,000.00

**Pay exactly****TWO HUNDRED FIFTY-NINE THOUSAND AND 00/100 DOLLARS****Pay to the order of**

Bank of America  
Customer Connection  
Atlanta, Dekalb County, GA

**Void After 180 Days**

LOUDOUN COUNTY  
P.O. BOX 347  
LEESBURG, VA 20178-0347

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